Doc 22140 Filed 11/14/11 Entered 11/14/11 20:29:00 Main Document Presentment Date and Time: Procember 23, 2011 at 12:00 p.m. noon (Prevailing Eastern Time)
Objection Deadline: November 22, 2011 at 11:00 a.m. (Prevailing Eastern Time) 08-13555-mg

Hearing Date and Time (Only if Objection Filed): December 14, 2011 at 10:00 a.m. (Prevailing Eastern Time)

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(Jointly Administered)

Brothers Inc.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., 08-13555 (JMP)

Debtors.

In re

LEHMAN BROTHERS INC., Case No. 08-01420 (JMP) SIPA

Debtor.

DUAL NOTICE OF PRESENTMENT OF STIPULATION AND ORDER BETWEEN LEHMAN BROTHERS HOLDINGS INC. AND JAMES W. GIDDENS, AS TRUSTEE FOR THE SIPA LIQUIDATION OF LEHMAN BROTHERS INC., AMENDING AND SUPPLEMENTING EXHIBIT A TO PROMISSORY NOTE STIPULATION

PLEASE TAKE NOTICE that the undersigned will present the annexed stipulation and order (the "Stipulation and Order") between Lehman Brothers Holdings Inc. and James W. Giddens, as Trustee for the liquidation of Lehman Brothers Inc. pursuant to the Securities Investor Protection Act of 1970, to the Honorable James M. Peck, United States Bankruptcy Judge, for signature on November 23, 2011 at 12:00 noon (Prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that unless a written objection to the proposed Stipulation and Order, with proof of service, is served and filed with the Clerk of the Court and a courtesy copy is delivered to (i) the Bankruptcy Judge's chambers and (ii) the undersigned, so as to be received by **November 22, 2011 at 11:00 a.m.** (**Prevailing Eastern Time**), there will not be a hearing and the Order may be signed.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely served and filed, a hearing (the "<u>Hearing</u>") will be held to consider the Stipulation and Order on **December 14, 2011 at 10:00 a.m.** (**Prevailing Eastern Time**) before the Honorable James M. Peck, United States Bankruptcy Judge, at the United States Bankruptcy Court, Alexander Hamilton Customs House, Courtroom 601, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted or denied upon default.

Dated: November 14, 2011 New York, New York

WEIL, GOTSHAL & MANGES LLP

HUGHES HUBBARD & REED LLP

/s/ Richard P. Krasnow

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/s/ Sarah L. Cave

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Counsel to James W. Giddens, Trustee for the SIPA liquidation of Lehman Brothers Inc.

08-13555-mg Doc 22140 Filed 11/14/11 Entered 11/14/11 20:29:00 Main Document Presentment Date and Time: November 23, 2011 at 12:00 p.m. noon (Prevailing Eastern Time)

Objection Deadline: November 22, 2011 at 11:00 a.m. (Prevailing Eastern Time)

Hearing Date and Time (Only if Objection Filed): December 14, 2011 at 10:00 a.m. (Prevailing Eastern Time)

UNITED STATES BANKRUPTCY COURT	
SOUTHERN DISTRICT OF NEW YORK	_
	-x :
In re	: Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al.,	: 08-13555 (JMP)
Debtors.	: (Jointly Administered)
	•
In re	:
LEHMAN BROTHERS INC.,	: Case No. 08-01420 (JMP) SIPA
Debtor.	:
STIPULATION AND ORDER BI	-x ETWEEN LEHMAN
BROTHERS HOLDINGS INC. AND JAME	, , , , , , , , , , , , , , , , , , ,
FOR THE SIPA LIQUIDATION OF LEHMAN	,
AND SUPPLEMENTING EXHIBIT A TO PRO	MISSORY NOTE STIPULATION

This stipulation and order (the "Stipulation and Order") is entered into by and between Lehman Brothers Holdings Inc. ("LBHI" and, together with its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession, the "Debtors") and Lehman Brothers Inc. ("LBI," and together with LBHI, the "Parties") by and through James W. Giddens, as Trustee for the Securities Investor Protection Act of 1970 ("SIPA") liquidation of the business of LBI (the "Trustee," together with LBHI, the "Parties"):

RECITALS

A. On September 15, 2008 and periodically thereafter (as applicable, the "Commencement Date"), LBHI and certain of its subsidiaries commenced in this Court voluntary cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are authorized to continue to operate their businesses and

manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

- B. On September 19, 2008, a proceeding was commenced under the SIPA with respect to LBI. The Trustee is administering LBI's estate.
- C. On December 3, 2009, this Court so ordered a stipulation (the "Promissory Note Stipulation") between LBHI and Trustee [Ch. 11 ECF No. 6038, SIPA ECF No. 2159]. The Promissory Note Stipulation provides for the Trustee's assignment to LBHI of LBI's right to collect in connection with certain promissory notes that were given to LBI by certain of its former employees, with the Parties reserving their respective rights to receive any and all amounts collected in respect of such promissory notes. The promissory notes that were subject to the Promissory Note Stipulation (the "Promissory Notes") were described on a schedule attached to the Promissory Note Stipulation as Schedule A ("Schedule A to the Promissory Note Stipulation").
- D. The Promissory Notes each contained arbitration provisions that require disputes to be resolved by the Arbitration Division of the Financial Industry Regulatory Authority ("<u>FINRA</u>"). Accordingly, LBHI has filed various statements of claim with FINRA relating to the Promissory Notes. These statements of claim have commenced arbitration proceedings (the "FINRA Arbitrations") to collect outstanding amounts due under the Promissory Notes.
- E. LBHI has discovered an additional promissory note (the "Additional Promissory Note") that was not included on Schedule A to the Promissory Note Stipulation. The Trustee has agreed, subject to the terms and conditions set forth in the Promissory Note Stipulation and below, to assign LBI's right to collect in connection with the Additional Promissory Note to LBHI. The Parties have also determined that it would be useful to include certain further

identifying information regarding the Promissory Notes and to make certain corrections regarding same. Accordingly, the Parties have agreed to amend Schedule A to the Promissory Note Stipulation to include (i) the Additional Promissory Note, and (ii) the further identifying information regarding the Promissory Notes. A revised version of Schedule A to the Promissory Note Stipulation is attached hereto as Exhibit 1 ("Amended Schedule A"). A blackline comparing Amended Schedule A against Schedule A to the Promissory Note Stipulation is attached hereto as Exhibit 1 ("Amended Schedule A to the Promissory Note Stipulation is attached hereto as Exhibit 2.

AGREEMENT:

- 1. This Stipulation and Order shall have no force or effect unless and until the date so approved and entered by the Court (the "Effective Date").
- 2. Upon the Effective Date, Schedule A to the Promissory Note Stipulation shall be deemed amended, supplemented and superseded by Amended Schedule A and the relief granted and reservation of rights provided for in the Promissory Note Stipulation shall apply equally to the promissory notes listed on Amended Schedule A.
- 3. Except as provided herein, the terms of the Promissory Note Stipulation shall remain in full force and effect.
- 4. Each person who executes this Stipulation and Order on behalf of a Party represents that he or she is duly authorized to execute this Stipulation and Order on behalf of such Party.
- 5. This Stipulation and Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 6. This Stipulation and Order can only be amended or otherwise modified by a signed writing executed by the Parties.
- 7. This Stipulation and Order shall be effective immediately upon its entry and shall not be stayed pursuant to Federal Rule of Bankruptcy Procedure 4001(a) (3).

8. This Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Order.

Dated: November 14, 2011

UNITED STATES BANKRUPTCY JUDGE

WEIL, GOTSHAL & MANGES LLP HUGHES HUBBARD & REED LLP

/s/ Richard P. Krasnow /s/ Sarah L. Cave Richard P. Krasnow Sarah L. Cave 767 Fifth Avenue One Battery Park Plaza New York, New York 10153 New York, New York 10004 Telephone: (212) 310-8000 Telephone: (212) 837-6000 Facsimile: (212) 310-8007 Facsimile: (212) 422-4726 Attorneys for Debtors Counsel to James W. Giddens, Trustee for the and Debtors in Possession SIPA liquidation of the Business of Lehman Brothers Inc. SO ORDERED this _____ day of ______, 2011 HONORABLE JAMES M. PECK

Exhibit 1 (Amended Schedule A)

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
1	F.S.K.	9/7/2005	\$240,000.00	\$62,435.53
2	S.S.K.	3/14/2005	\$1,700,000.00	\$425,000.00
3	J.H.	5/3/1996	\$250,000.00	\$150,000.00
4	M.M.K.	3/28/2005	\$2,100,000.00	\$1,200,000.00
5	M.M.K.	4/13/2005	\$601,943.00	\$343,967.43
6	W.P.W.	8/22/2008	\$3,100,000.00	\$3,100,000.00
7	P.R.F.P.	12/6/1999	\$30,000.00	\$14,400.00
8	B.W.	7/30/2004	\$1,050,000.00	\$1,050,000.00
9	D.L.	2/7/2006	\$840,000.00	\$600,000.00
10	R.A.D.	12/3/1998	\$30,000.00	\$5,200.00
11	L.E.M.	10/21/1998	\$30,000.00	\$6,666.67
12	D.R.	8/4/2005	\$1,707,236.70	\$682,894.68
13	P.T.	6/25/2004	\$589,288.00	\$336,736.00
14	M.F.	5/27/2004	\$644,026.00	\$276,011.16
15	R.R.	8/7/2006	\$200,000.00	\$142,857.14
16	J.D.M.	10/4/2000	\$30,000.00	\$27,600.00
17	M.D.	10/5/2000	\$30,000.00	\$12,300.00
18	C.G.	11/15/2000	\$30,000.00	\$27,600.00
19	W.K.W.	12/4/2000	\$30,000.00	\$10,000.00
20	M.M.S.	12/20/2000	\$30,000.00	\$29,450.00
21	C.O.	11/21/2000	\$30,000.00	\$29,150.00
22	K.A.L.	2/5/2008	\$600,000.00	\$600,000.00
23	R.C.	5/23/2000	\$30,000.00	\$11,500.00
24	M.R.S.	12/17/2001	\$30,000.00	\$13,000.00
25	R.C.S.	10/30/2000	\$150,000.00	\$60,000.00
26	V.M.	10/30/2000	\$750,000.00	\$362,800.00
27	A.P.F.K.	12/7/2001	\$30,000.00	\$28,050.00
28	D.F.M.	9/25/2002	\$30,000.00	\$10,000.00
29	J.C.	12/13/2000	\$30,000.00	\$25,600.00
30	J.L.P.	11/30/2000	\$30,000.00	\$28,100.00
31	K.S.	1/25/2001	\$30,000.00	\$28,750.00
32	J.S.	7/29/2005	\$12,000.00	\$12,000.00

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¹ Outstanding loans and loan balances identified herein are as of November 17, 2009

² Loan balance amounts listed herein do not include any accrued interest

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
33	J.R.	3/13/2003	\$85,000.00	\$34,000.00
34	M.K.	8/8/2003	\$2,412,155.00	\$689,185.00
35	J.P.	11/21/2005	\$937,686.39	\$375,074.55
36	H.M.	12/8/2003	\$400,000.00	\$171,428.57
37	P.R.M.	4/27/2004	\$50,000.00	\$25,000.00
38	J.J.E.	5/27/2004	\$644,026.00	\$276,011.16
39	P.E.	7/16/2004	\$1,200,000.00	\$514,285.71
40	C.B.	7/16/2004	\$1,200,000.00	\$514,285.71
41	L.M.P.	7/22/2004	\$750,000.00	\$150,000.00
42	H.C.M.	11/18/2004	\$1,472,398.00	\$841,370.29
43	T.S.	9/8/2004	\$137,925.00	\$68,962.50
44	L.S.	3/31/2008	\$6,359.78	\$6,359.78
45	G.E.A.	11/5/2004	\$330,000.00	\$188,571.42
46	F.W.	11/18/2004	\$1,650,000.00	\$942,857.16
47	C.C.K.	11/15/2004	\$750,000.00	\$428,571.43
48	K.K.	11/15/2004	\$750,000.00	\$428,571.43
49	C.S.	11/18/2004	\$1,111,500.00	\$457,142.86
50	S.W.	11/10/2004	\$731,726.00	\$418,129.14
51	J.A.F.	2/17/2005	\$500,000.00	\$200,000.00
52	C.T.	3/18/2005	\$1,500,000.00	\$857,142.87
53	W.C.G.	3/30/2005	\$2,100,000.00	\$1,200,000.00
54	W.C.G.	4/15/2005	\$386,896.00	\$221,083.42
55	D.T.	3/30/2005	\$700,000.00	\$400,000.00
56	P.C.G.	3/30/2005	\$1,400,000.00	\$800,000.00
57	P.C.G.	4/15/2005	\$181,821.00	\$103,897.71
58	P.M.	3/30/2005	\$700,000.00	\$400,000.00
59	B.D.	6/23/2005	\$708,000.00	\$404,571.42
60	S.G.	6/28/2005	\$2,500,000.00	\$625,000.00
61	J.D.	7/14/2005	\$1,177,963.00	\$673,121.71
62	E.W.	6/16/2005	\$750,000.00	\$428,571.42
63	J.T.	8/24/2005	\$280,250.00	\$160,142.87
64	J.L.M.	9/8/2005	\$308,000.00	\$176,000.00
65	M.V.	2/1/2006	\$900,000.00	\$300,000.00
66	A.S.	12/20/2005	\$500,000.00	\$357,142.86
67	H.F.	11/30/2005	\$200,000.00	\$142,857.14
68	M.L.	1/10/2006	\$500,000.00	\$357,142.86

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
69	D.P.	1/10/2006	\$620,523.00	\$443,230.71
70	W.J.K.	2/7/2006	\$1,891,907.00	\$1,351,362.14
71	R. H.	2/7/2006	\$1,500,000.00	\$600,000.00
72	K.G.K.	2/24/2006	\$200,000.00	\$142,857.14
73	R.R.	2/24/2006	\$360,000.00	\$257,142.86
74	M.M.	2/24/2006	\$540,000.00	\$385,714.28
75	K.W.	5/1/2006	\$200,000.00	\$142,857.14
76	S.C.	5/1/2006	\$200,000.00	\$142,857.14
77	F.E.R.	5/8/2006	\$600,000.00	\$428,571.42
78	J.D.S.	5/8/2006	\$280,000.00	\$200,000.00
79	D.P.	7/11/2006	\$700,000.00	\$500,000.00
80	B.K.	1/22/2007	\$823,588.00	\$691,814.00
81	B.C.	7/11/2006	\$500,000.00	\$357,142.86
82	A.M.	1/30/2007	\$1,158,375.00	\$996,202.00
83	M.L.	8/14/2006	\$1,000,000.00	\$714,285.72
84	C.B.	8/14/2006	\$1,000,000.00	\$714,285.72
85	G.W.	8/11/2006	\$1,100,000.00	\$785,714.29
86	G.W.	11/30/2004	\$750,000.00	\$300,000.00
87	R.Q.	9/5/2006	\$650,000.00	\$464,285.71
88	C.C.	11/10/2006	\$1,610,000.00	\$1,380,000.00
89	P.S.	12/4/2006	\$1,000,000.00	\$800,000.00
90	J.S	12/4/2006	\$225,000.00	\$192,857.00
91	M.M.	3/26/2007	\$350,000.00	\$300,000.00
92	J.S.	3/15/2007	\$3,250,000.00	\$2,785,714.29
93	J.C.	3/23/2007	\$3,250,000.00	\$2,785,714.29
94	J.B.	3/29/2007	\$350,000.00	\$300,000.00
95	B.S.	4/5/2007	\$2,000,000.00	\$1,142,857.13
96	R.W.	5/22/2007	\$300,000.00	\$257,142.86
97	J.P.	6/11/2007	\$300,000.00	\$257,142.86
98	L.L.	6/11/2007	\$300,000.00	\$257,142.86
99	R.R.	6/15/2007	\$500,000.00	\$428,571.43
100	M.D.	7/30/2007	\$500,000.00	\$428,571.43
101	J.S.	12/17/2007	\$50,000.00	\$50,000.00
102	S.D.	12/21/2007	\$200,000.00	\$200,000.00
103	M.D.	10/9/2007	\$200,000.00	\$200,000.00
104	W.M.C.	1/8/2008	\$550,000.00	\$550,000.00

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
105	W.M.	2/25/2008	\$400,000.00	\$400,000.00
106	T.A.	4/14/2008	\$600,000.00	\$600,000.00
107	B.B.	4/14/2008	\$1,800,000.00	\$1,800,000.00
108	K.C.	4/17/2008	\$115,000.00	\$115,000.00
109	F.B.	5/22/2008	\$800,000.00	\$800,000.00
110	S.R.	3/14/2005	\$500,000.00	\$125,000.00
111	G.T.H.	3/11/2005	\$300,000.00	\$75,000.00
112	M.A.	3/14/2005	\$500,000.00	\$125,000.00
113	B.M.	3/14/2005	\$1,000,000.00	\$250,000.00
114	B.B.	8/22/2008	\$200,000.00	\$200,000.00

Exhibit 2 (Blackline)

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
		089/017/0520		
1	F.S.K.	05	\$240,000.00	\$62,435.53
		03 <u>3</u> /14/ 05 <u>200</u>		
2	<u>S.S.K.</u>	<u>5</u>	\$1,700,000.00	\$425,000.00
3	J.H.	05 <u>5</u> /03 <u>3</u> /96 <u>19</u>	\$250,000.00	\$150,000.00
		96 033/3028/052	. ,	. ,
4	M.M.K.	005	\$2,100,000.00	\$1,200,000.00
T	WI.WI.IX.	044/1513/052	Ψ2,100,000.00	\$ 343,967.42 343,96
5	<u>M.M.K.</u>	005	\$601,943.00	7.43
		08 <u>8</u> /22/ 08 <u>200</u>		\$3,072,991.783,100
6	<u>W.P.W.</u>	<u>8</u>	\$3,100,000.00	,000.00
7	<u>P.R.F.P.</u>	12/ 06 6/ 99 199 9	\$30,000.00	\$14,400.00
8	<u>B.W.</u>	07 7/30/ 04 200 4	\$1,050,000.00	\$1,050,000.00
		022/077/0620		
9	<u>D.L.</u>	<u>06</u>	\$840,000.00	\$600,000.00
10	<u>R.A.D.</u>	12/ 03 <u>3</u> / 98 <u>199</u> <u>8</u>	\$30,000.00	\$5,200.00
11	L.E.M.	10/21/981998	\$30,000.00	\$6,666.67
		088/044/0520		
12	<u>D.R.</u>	<u>05</u>	\$1,707,236.70	\$682,894.68
		06 <u>6</u> /25/ 04 <u>200</u>	4.7 00. 2 00.00	***
13	<u>P.T.</u>	4 055/27/04200	\$589,288.00	\$336,736.00
14	<u>M.F.</u>	$\frac{63}{2}/27/64\frac{200}{4}$	\$644,026.00	\$276,011.16
17	<u>IVI.I .</u>	08 8/ 07 7/ 06 20	ψ0++,020.00	Ψ270,011.10
15	R.R.	06	\$200,000.00	\$142,857.14
16	J.D.M.	10/ 04 4/ 00 200	\$30,000.00	\$27,600.00
17	<u>M.D.</u>	10/ 05 5/ 00 200	\$30,000.00	\$12,300.00
18	C.G.	11/15/ 00 2000	\$30,000.00	\$27,600.00
19	<u>W.K.W.</u>	12/044/00200	\$30,000.00	\$10,000.00
20	M.M.S.	12/20/ 00 2000	\$30,000.00	\$29,450.00

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¹ Outstanding loans and loan balances identified herein are as of November 17, 2009

² Loan balance amounts listed herein do not include any accrued interest

Loan Number	Borrower's <u>Initials</u>	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
21	<u>C.O.</u>	11/21/ 00 2000	\$30,000.00	\$29,150.00
22	K.A.L.	022/055/0820 08	\$600,000.00	\$600,000.00
23	<u>R.C.</u>	055/23/00200 0	\$30,000.00	\$11,500.00
24	<u>M.R.S.</u>	12/17/ <mark>01</mark> 2001	\$30,000.00	\$13,000.00
25	<u>R.C.S.</u>	10/30/ 00 2000	\$150,000.00	\$60,000.00
26	<u>V.M.</u>	10/30/ 00 2000	\$750,000.00	\$362,800.00
27	A.P.F.K.	12/ 07 <u>7</u> / 01 <u>200</u> <u>1</u>	\$30,000.00	\$28,050.00
28	<u>D.F.M.</u>	099/25/02200 2	\$30,000.00	\$10,000.00
29	<u>J.C.</u>	12/13/ 00 2000	\$30,000.00	\$25,600.00
30	<u>J.L.P.</u>	1211/2130/00 2000	\$30,000.00	\$28,100.00
31	<u>K.S.</u>	01 <u>1</u> /25/01 <u>200</u> <u>1</u>	\$30,000.00	\$28,750.00
32	<u>J.S.</u>	077/29/05200 5	\$12,000.00	\$12,000.00
33	<u>J.R.</u>	033/13/03200 3	\$85,000.00	\$34,000.00
34	<u>M.K.</u>	08 <u>8</u> /08 <u>8</u> /03 <u>20</u> 03	\$2,412,155.00	\$689,185.00
35	<u>J.P.</u>	11/21/ 05 2005	\$937,686.39	\$375,074.55
36	<u>H.M.</u>	12/ 08 <u>8</u> / 03 <u>200</u> <u>3</u>	\$400,000.00	\$ 171,428.56 <u>171,42</u> 8.57
37	<u>P.R.M.</u>	04 <u>4</u> /27/04 <u>200</u> <u>4</u>	\$50,000.00	\$25,000.00
38	<u>J.J.E.</u>	05 <u>5</u> /27/04 <u>200</u> <u>4</u>	\$644,026.00	\$276,011.16
39	<u>P.E.</u>	077/16/04200 4	\$1,200,000.00	\$ 514,285.72 <u>514,28</u> <u>5.71</u>
40	<u>C.B.</u>	077/16/04200 4	\$1,200,000.00	\$ 514,285.72 <u>514,28</u> <u>5.71</u>
41	<u>L.M.P.</u>	07 <u>7</u> /22/04 <u>200</u> <u>4</u>	\$750,000.00	\$150,000.00
42	<u>H.C.M.</u>	11/18/042004	\$1,472,398.00	\$ 761,520.26 <u>841,37</u> <u>0.29</u>
43	<u>T.S.</u>	099/088/0420 04	\$137,925.00	\$68,962.50
44	<u>L.S.</u>	09 <u>3</u> / 29 <u>31</u> /04 <u>2</u>	\$6,359.78	\$6,359.78

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
		<u>008</u>		
		11/ 05 5/ 04 200		
45	<u>G.E.A.</u>	4	\$330,000.00	\$188,571.42
46	<u>F.W.</u>	11/18/ 04 2004	\$1,650,000.00	\$942,857.16
47	<u>C.C.K.</u>	11/15/ <mark>04</mark> 2004	\$750,000.00	\$428,571.42 <u>428,57</u> <u>1.43</u>
48	<u>K.K.</u>	11/15/ <mark>04</mark> 2004	\$750,000.00	\$ 428,571.42 <u>428,57</u> <u>1.43</u>
49	<u>C.S.</u>	11/18/ <mark>04</mark> 2004	\$1,111,500.00	\$457,142.86
50	<u>S.W.</u>	11/10/ <mark>04</mark> 2004	\$731,726.00	\$418,129.13 <u>418,12</u> <u>9.14</u>
		02 2/17/ 05 200		
51	<u>J.A.F.</u>	5	\$500,000.00	\$200,000.00
50	C.T.	033/18/05200	¢1.500.000.00	Φ0 57 14 0 07
52	<u>C.T.</u>	5 033/30/05200	\$1,500,000.00	\$857,142.87
53	W.C.G.	5	\$2,100,000.00	\$1,200,000.00
33	<u>w.c.u.</u>	044/15/ 05 200	Ψ2,100,000.00	ψ1,200,000.00
54	W.C.G.	5	\$386,896.00	\$221,083.42
		03 3/30/ 05 200	. ,	, ,
55	<u>D.T.</u>	<u></u>	\$700,000.00	\$400,000.00
		03 <u>3</u> /30/ 05 <u>200</u>		
56	<u>P.C.G.</u>	<u>5</u>	\$1,400,000.00	\$800,000.00
		04 4/15/ 05 200		
57	<u>P.C.G.</u>	<u>5</u>	\$181,821.00	\$103,897.71
50	DM	03 <u>3</u> /30/ 05 <u>200</u>	ф 7 00 000 00	¢400,000,00
58	<u>P.M.</u>	066/22/05200	\$700,000.00	\$400,000.00
59	<u>B.D.</u>	066/23/05200 5	\$708,000.00	\$404,571.42
60	<u>S.G.</u>	066/28/05200 5	\$2,500,000.00	\$625,000.00
61	<u>J.D.</u>	077/14/05200 5	\$1,177,963.00	\$673,121.71
62	<u>E.W.</u>	06 <u>6</u> /16/05 <u>200</u> <u>5</u>	\$750,000.00	\$428,571.42
63	<u>J.T.</u>	08 <u>8</u> /24/05 <u>200</u> <u>5</u>	\$280,250.00	\$160,142.87
64	J.L.M.	099/088/0520 05	\$308,000.00	\$176,000.00
65	<u>M.V.</u>	022/011/0620 06	\$900,000.00	\$300,000.00
66	<u>A.S.</u>	12/ 02 20/ 05 20	\$500,000.00	\$357,142.86

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
		<u>05</u>		
67	H.F.	11/30/ 05 2005	\$200,000.00	\$142,857.14
		011/10/06200	1	, ,
68	M.L.	<u> </u>	\$500,000.00	\$357,142.86
		01 1/10/ 06 200	,	\$443,231.00443,23
69	<u>D.P.</u>	<u></u>	\$620,523.00	0.71
		02 2/ 07 7/ 06 20		\$ 1,351,363.00 1,351
70	<u>W.J.K.</u>	<u>06</u>	\$1,891,907.00	<u>,362.14</u>
		022/077/0620		\$900,000.00600,00
71	<u>R. H.</u>	<u>06</u>	\$1,500,000.00	0.00
		02 2/24/ 06 200		
72	<u>K.G.K.</u>	<u>6</u>	\$200,000.00	\$142,857.14
		02 2/24/ 06 200		
73	<u>R.R.</u>	<u>6</u>	\$360,000.00	\$257,142.86
		02 2/24/ 06 200		
74	<u>M.M.</u>	<u>6</u>	\$540,000.00	\$385,714.28
		05 5/ 01 1/ 06 20		
75	<u>K.W.</u>	<u>06</u>	\$200,000.00	\$142,857.14
		05 <u>5</u> / 01 <u>1</u> / 06 <u>20</u>		
76	<u>S.C.</u>	<u>06</u>	\$200,000.00	\$142,857.14
		05 <u>5</u> /08 <u>8</u> /06 <u>20</u>		
77	<u>F.E.R.</u>	<u>06</u>	\$600,000.00	\$428,571.42
		05 <u>5</u> /08 <u>8</u> /06 <u>20</u>		
78	J.D.S.	<u>06</u>	\$280,000.00	\$200,000.00
		07 <u>7</u> /11/ 06 <u>200</u>		
79	<u>D.P.</u>	<u>6</u>	\$700,000.00	\$500,000.00
		01 <u>1</u> /22/ 07 200		
80	<u>B.K.</u>	<u>7</u>	\$823,588.00	\$691,814.00
		07 7/11/ 06 200		
81	<u>B.C.</u>	<u>6</u>	\$500,000.00	\$357,142.86
		01 <u>1</u> /30/ 07 <u>200</u>		
82	<u>A.M.</u>	<u>7</u>	\$1,158,375.00	\$996,202.00
		08 <u>8</u> /14/ 06 <u>200</u>		
83	<u>M.L.</u>	<u>6</u>	\$1,000,000.00	\$714,285.72
		08 <u>8</u> /14/ 06 <u>200</u>		
84	<u>C.B.</u>	<u>6</u>	\$1,000,000.00	\$714,285.72
2-	G W	088/11/06200	# 4.400.000.00	\$ 785,714.28 <u>785,71</u>
85	<u>G.W.</u>	<u>6</u>	\$1,100,000.00	<u>4.29</u>
86	<u>G.W.</u>	11/30/ <mark>04</mark> 2004	\$750,000.00	\$300,000.00
		09 <u>9</u> / 05 <u>5</u> / 06 <u>20</u>		\$ 464,286.00 <u>464,28</u>
87	<u>R.Q.</u>	<u>06</u>	\$650,000.00	<u>5.71</u>
88	<u>C.C.</u>	11/10/ <mark>06</mark> 2006	\$1,610,000.00	\$1,380,000.00

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
89	<u>P.S.</u>	12/ 04 4/ 06 200 6	\$1,000,000.00	\$800,000.00
90	<u>J.S</u>	12/ 04 4/ 06 200 <u>6</u>	\$225,000.00	\$192,857.00
91	<u>M.M.</u>	03 <u>3</u> /26/ 07 <u>200</u> <u>7</u>	\$350,000.00	\$300,000.00
92	<u>J.S.</u>	033/15/07200 7	\$3,250,000.00	\$2,785,714.29
93	<u>J.C.</u>	033/23/07 <u>200</u> <u>7</u>	\$3,250,000.00	\$2,785,714.29
94	<u>J.B.</u>	033/29/ 07 200 7	\$350,000.00	\$300,000.00
95	<u>B.S.</u>	044/055/0720 07	\$2,000,000.00	\$ 1,714,285.71 <u>1,142</u> <u>,857.13</u>
96	<u>R.W.</u>	055/22/ 07 200 7	\$300,000.00	\$257,142.86
97	<u>J.P.</u>	066/11/07200 7 066/11/07200	\$300,000.00	\$257,142.86
98	<u>L.L.</u>	066/15/07200	\$300,000.00	\$257,142.86
99	<u>R.R.</u>	077/30/07200	\$500,000.00	\$428,571.43
100	<u>M.D.</u>	<u>7</u>	\$500,000.00	\$428,571.43
101	<u>J.S.</u> <u>S.D.</u>	12/17/ 07 2007 12/21/ 07 2007	\$50,000.00 \$200,000.00	\$50,000.00 \$200,000.00
	<u>M.D.</u>	10/ 09 9/ 07 200 7	\$200,000.00	\$200,000.00
104	<u>W.M.C.</u>	01 <u>1</u> /08 <u>8</u> /08 <u>20</u> 08	\$550,000.00	\$550,000.00
105	<u>W.M.</u>	022/25/08200 8	\$400,000.00	\$400,000.00
106	<u>T.A.</u>	044/14/08 <u>200</u> <u>8</u>	\$600,000.00	\$600,000.00
107	<u>B.B.</u>	044/14/08 <u>200</u> <u>8</u>	\$1,800,000.00	\$1,800,000.00
108	<u>K.C.</u>	044/17/ <u>08200</u> <u>8</u>	\$115,000.00	\$115,000.00
109	<u>F.B.</u>	055/22/08200 8	\$800,000.00	\$800,000.00
110	<u>S.R.</u>	03 <u>3</u> /14/05 <u>200</u> <u>5</u>	\$500,000.00	\$125,000.00

Loan Number	Borrower's Initials	Date Loan Disbursed or Signed	Loan Amount ¹	Loan Balance ²
		03 <u>3</u> / <u>14</u> <u>11</u> / <u>05</u> <u>2</u>		
111	<u>G.T.H.</u>	<u>005</u>	\$300,000.00	\$75,000.00
		03 <u>3</u> /14/ 05 <u>200</u>		
112	<u>M.A.</u>	<u>5</u>	\$500,000.00	\$125,000.00
		03 3/14/ 05 200		
113	<u>B.M.</u>	<u>5</u>	\$1,000,000.00	\$250,000.00
<u>114</u>	<u>B.B.</u>	8/22/2008	\$200,000.00	\$200,000.00